

## PRICING

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## 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing rates, terms and conditions for Interconnection, unbundled access to Network Elements, Resale, Collocation and for any other services provided pursuant to this Agreement. All such rates shall be just, reasonable and nondiscriminatory in accordance with Applicable law.
- 1.2 All of the rates set forth in this Agreement are inclusive. If the Parties have inadvertently omitted an appropriate Commission-approved rate for any unbundled Network Element, service, feature or function contemplated under this Agreement ("Contemplated Services"), the Parties shall amend the Agreement to include such rate. In the event that there is no appropriate Commission-approved rate for a Contemplated Service and SBC MISSOURI has a reasonable basis to believe it can charge MCI for the Contemplated Service, the Parties agree to negotiate in good faith to amend the Agreement to include an interim rate. Such interim rates shall remain in effect, subject to true-up, until the Commission determines a permanent rate or decides that no rate is appropriate. The Parties further agree that during any negotiations pursuant to this Section 1.2, SBC MISSOURI shall provide MCI with the Contemplated Service in question and MCI shall be responsible for paying for such Contemplated Service retroactive to the date it was first delivered. For any rates set pursuant to this Section 1.2, the Parties agree to use the appropriate SBC MISSOURI tariff rate, if such a rate exists. All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Appendix, "rates" may refer to either or both recurring and nonrecurring prices.
- 1.3 Each rate set forth in this Appendix is the total rate applicable for the respective service, save for taxes and late payment charges, if any. Where required by Applicable Law, rates contained in this Appendix Pricing are based upon FCC and state Commission approved pricing methodologies. If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by SBC MISSOURI under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a Bona Fide Request (BFR), such rates and charges shall be determined in accordance with the pricing principles set forth in the Act; provided however, if SBC MISSOURI provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by SBC MISSOURI and MCI.
- 1.4 Intentionally Omitted.
- 1.5 Except as otherwise noted, all rates set forth in this Agreement are permanent rates, unless changed by order of the Commission or other administrative or judicial body of competent jurisdiction, or by mutual agreement of the Parties. The rates set forth in the Pricing Schedule to this Agreement are subject to change based upon the outcome of Illinois Commerce Commission proceedings affecting wholesale prices which are given general applicability by the Commerce Commission, including carrier-specific dockets that are given general applicability, where the outcome produces rates different than the rates set forth in the Pricing Schedule. Absent a stay of such an outcome, the affected rate(s) shall be modified consistent with the outcome via written amendment to the Agreement and/or its Pricing Schedule, as appropriate, within thirty (30) days after receipt of written notice by one Party from the other Party. Where such rate differences are accompanied by or are the result of changes to terms and conditions that are legitimately related to the item(s) associated with the affected rates, then the Parties shall include in their amendment conforming modifications to such terms and conditions. If the Parties disagree as to the appropriate terms and conditions requiring modification due to a price change requested pursuant

to this Section, either Party may seek resolution of the dispute in accordance with the provisions of Section 12 of the General Terms and Conditions of this Agreement. The modified rates and any associated modified terms and conditions shall take effect upon the effective date set forth in the Commission order that approves the rate. If the order approving the rate is silent as to the effective date, then the rate would become effective upon the approval of the amendment by the Commission or within sixty (60) days after receipt of the written notice described above, whichever is sooner, unless otherwise agreed to by the parties. Nothing in this paragraph is intended to limit either Party's right to obtain modification of any rates in this Pricing Schedule or any associated terms and conditions in accordance with other terms of this Agreement, including but not limited to the Agreement's "Intervening Law" provision Section 23 of the General Terms and Conditions.

- 1.6 If a rate is identified as interim, upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the permanent rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a permanent rate, the permanent rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, an interim rate will be replaced by the permanent rate retroactive to the Effective Date of this Agreement, and will be trued up within ninety (90) days after the Effective Date of the amendment adopting the permanent rate.
- 1.7 Intentionally Omitted.
- 1.8 SBC MISSOURI shall not charge MCIIm different rates for unbundled Network Elements based on the class of end user customers served by MCIIm, or on the type of services provided by MCIIm using those unbundled Network Elements, unless otherwise ordered by the Commission. This paragraph does not apply to Resale.

## **2. RECURRING CHARGES**

- 2.1 Unless otherwise identified in the pricing tables, where rates are shown as monthly, a month will be defined as thirty (30) days. Billing will be on the basis of whole or fractional months used. The rates for non-monthly rated UNEs will be billed as specified in Appendix Pricing. Billing will be on the basis of whole or fractional periods used. Fractional billing will be adjusted on a pro-rata basis to reflect actual usage during any particular month or period.
- 2.2 Unless otherwise identified in the pricing tables, where rates are usage sensitive, measurement of usage-based charges shall be in actual conversation seconds, or fraction thereof, measured in one tenth (1/10) of one second increments. For purposes of billing charges, total conversation seconds, or fractions thereof, per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded up to the next whole minute. There shall be no usage-based charges for incomplete calls or call attempts, including "busy" or "don't answer" status calls.
- 2.3 Intentionally Omitted.
- 2.4 Unless otherwise identified in the pricing tables, where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SBC MISSOURI will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC MISSOURI will round up to the next whole mile before determining the mileage and applying rates.

### **3. NON-RECURRING CHARGES**

- 3.1 Some items which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.